

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 10-Sep-2002		4. REQUISITION/PURCHASE REQ. NO. W807PM-1136-3001A		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE DACW38		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW38-02-B-0045	
				X		9B. DATED (SEE ITEM 11) 03-Sep-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Invitation for Bids (IFB) No. DACW38-02-B-0045 for Recreation Facilities at Lock and Dam No's. 3, 4, and scheduled for bids to open on 03 October 2002 at 1400 hours is hereby amended as follows: <div style="text-align: center;">(SEE CONTINUATION PAGE.)</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 09-Sep-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

TECHNICAL SPECIFICATIONS

Section 00800, SPECIAL CONTRACT REQUIREMENTS is reissued in its entirety. In paragraph 1.4(e), two drawings have been added to the index of drawings.

Pages revised by this amendment have the notation "REVISED BY AMENDMENT 0001" at the bottom of the page. Text added by this amendment is shown as underlined and in bold characters.

DRAWINGS

Drawing Nos. C-112A and C-121A have been added by this amendment.

NOTE: THE CD-ROM on which this amendment is contained replaces the original issue CD-ROM. THIS CD-ROM INCLUDES SOLICITATION NO. DACW38-02-B-0045 AND AMENDMENT 0001.

Incls: Section 00800, pages 1 thru 7

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SECTION 00800

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$475.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 02930 FERTILIZING, SEEDING, MULCHING AND SODDING may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the additional work, if required, will be exempt from liquidated damages provided all other work has been completed.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall --

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

(1) Large-scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

FILE NO. R-15-1493

DRAWING TITLE	DRAWING NO.
TITLE SHEET (VICINITY MAP, LOCATION LAYOUT, INDEX)	C-101
LOCK AND DAM NO. 3	
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PAVING, GRADING & DRAINAGE PLAN (SITE 3W)	C-107
PAVING, GRADING & DRAINAGE PLAN (SITE 3W)	C-108
ACCESS ROAD LAYOUT & DETAILS (SITE 3W)	C-109
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ACCESS ROAD PROFILES (SITE 3W)	C-111
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LOCK AND DAM NO. 4	
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PAVING, GRADING & DRAINAGE PLAN (SITE 4E)	C-114
SITE SIGNING & DETAILS (SITE 4E)	C-115
SITE LAYOUT & UTILITIES (SITE 4W)	C-116
SITE LAYOUT & UTILITIES (SITE 4W)	C-117
PAVING & DRAINAGE PLAN (SITE 4W)	C-118
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DRAWING TITLE	DRAWING NO.
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LOCK AND DAM NO. 5	
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PAVING, GRADING & DRAINAGE PLAN (SITE 5E)	C-123
PAVING, GRADING & DRAINAGE PLAN (SITE 5E)	C-124
SITE SIGNING & DETAILS (SITE 5E)	C-125
SITE LAYOUT (SITE 5W)	C-126
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SITE SIGNING & DETAILS (SITE 5W)	C-128
MISCELLANEOUS DETAILS	
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MISCELLANEOUS PAVING DETAILS	C-130
WASTEWATER TREATMENT UNIT DETAILS	C-131
STORM WATER POLLUTION PLAN DETAILS	C-132
MODULAR RESTROOMS DETAILS	
MODULAR RESTROOM (8.54m. x 4.47m)	C-133
MODULAR RESTROOM (8.54m. x 6.32m)	C-134
(DFARS 252.236-7001)	

1.5 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.6 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award, the successful bidder/contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See paragraph PERFORMANCE OF WORK BY THE CONTRACTOR.)

1.7 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.

(b) Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

(c) Transportation Facilities.

(1) Roads. U.S. Highway No. 71, Interstate Highway No. 49, and Louisiana State Highway Nos. 8 and 480 serve the general area.

(2) Water Routes. The Red River Waterway provides dependable navigation on the Red River from its mouth up to the Caddo-Bossier Port located approximately 13 miles downstream of Shreveport, Louisiana. No dependable navigation exists upstream of this point. During low water season, shallow depths will prevail throughout various reaches above the port facility and will restrict full 9-foot navigation. Navigation interests are also advised to familiarize themselves with 33 CFR Section 207.249.

(d) Floods. High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless river or stream stages exceed channel capacity and overtop the natural or artificial banks. High water stages and/or high water events at stages below ordinary top bank of a river or stream are not floods, even if such water reaches the project. For example, water flowing through or over low points in the river or stream bank, such as drains, are not floods.

(e) Additional Data. Additional data consisting of additional cross sections, records of borings, and boring samples are available for inspection at:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

(FAR 52.236-4)

1.8 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the

applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

NOTE: EP-1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available on the internet at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>, or may be purchased from the Government Printing Office on CD-ROM by calling (202) 512-1800.

1.9 COMMAND OVERSIGHT

Although the U.S. Army Corps of Engineers has decided that effective 1 Oct 93 District and operating Major Subordinate Commanders will no longer be Contracting Officers, the Commanders will be expected to exercise oversight on (approve) critical decisions on this contract, including contract award (see FAR Clause 52.204-1, "Approval of Contract"), settlement actions and alternate dispute resolution (ADR).

1.10 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall:

(a) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --